

EXHIBIT A

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

JIM MURPHY and MARY ANN MURPHY,
Plaintiffs,

v.

CIVIL NO. CL12-1956

COMMONWEALTH ASSET SERVICE, LLC,
Substitute Trustees,

SERVE: Jon M. Ahern, Esquire
Pembroke One Building, 5th Floor
281 Independence Blvd.,
Virginia Beach, VA 23462-2989

OCWEN LOAN SERVICING, LLC,
SERVE: REGISTERED AGENT

LITTON LOAN SERVICNG,
SERVE: REGISTERED AGENT

BANK OF NEW YORK MELLON TRUST COMPANY , Trustee for the Holders
of SALMON BROTHERS MORTGAGE SECURITIES VII, INC., Series 2001-2
Certificates

SERVE : REGISTERED AGENT
Defendants.

FILED
2012 NOV 13 PM 5:15
CIRCUIT COURT
BY: [Signature]

COMPLAINT

NOW COMES the Jim and Mary Ann Murphy, (hereafter "Murphy") and for their
Complaint state as follows:

1. Murphy are the beneficial owners of the real property and improvements which serve as their principal residence located at 3055 Tillman Road in the City of Norfolk, Virginia.
2. Defendant, **Commonwealth Asset Service LLC** (hereafter "**Commonwealth**"), is the alleged Substitute Trustee, on that certain unreleased Deed of Trust dated as of the 19th of July 1978 and recorded in Deed Book 1453 at page 301.
3. Defendant **Ocwen Loan Servicing LLC** (hereafter "**Ocwen**"), is the alleged Servicer of the loan and the alleged attorney in fact for The Bank of New York Mellon Trust

Company, Trustee, noteholder for registered holders of the Salmon Brothers Mortgage Securities VII, Inc., Mortgage Certificates, Series 2001-2. allegedly secured by the unreleased Deed of Trust dated as of the 19th of July 1978 and recorded in Deed Book 1453 at page 301.

4. Defendant **The Bank of New York Mellon Trust Company, Trustee**, (hereafter "BNY") is the alleged Noteholder for registered holders of the Salmon Brothers Mortgage Securities VII, Inc., Mortgage Certificates, Series 2001-2. allegedly secured by the unreleased Deed of Trust dated as of the 19th of July 1978 and recorded in Deed Book 1453 at page 301.

5. Defendant **Litton Loan Servicing, LLC.**, (hereafter "Litton") is the alleged prior Servicer of the loan and the alleged prior attorney in fact for The Bank of New York Mellon Trust Company, Trustee, Noteholder for registered holders of the Salmon Brothers Mortgage Securities VII, Inc., Mortgage Certificates, Series 2001-2. allegedly secured by the unreleased Deed of Trust dated as of the 19th of July 1978 and recorded in Deed Book 1453 at page 301

A copy of the Deed of Trust as recorded is attached hereto and incorporated herein as **Exhibit A.**

6. Jurisdiction and venue is proper in that the property lies in the city of Norfolk, Virginia.

7. The Deed of Trust was assigned by the Secretary of Housing and Urban Development to Salomon Brothers Realty Corp., without recourse on January 24, 2001 by instrument # 010031785, and duly recorded in the Clerk's office of the circuit Court of the City of Norfolk , on December 6, 2001. No further Assignment of the Deed of Trust or underlying Note appears in the Clerk's records, and no evidence has been produced by any defendant that it is the Holder of the Note.

A copy of the Assignment as recorded is attached hereto and incorporated herein as **Exhibit B**.

8. If paid according to its terms the Note and Deed of Trust were to have been paid and satisfied by August 2008.

9. Plaintiffs entered into an extension agreement in 1979 extending the term of the note by 4 months through December 2009.

10. Plaintiffs have faithfully paid the mortgage obligation every month for over thirty-two (32) years thereafter, have fully paid the obligation and in fact have overpaid the obligation for over three years of payments at Defendants' insistence. The Affidavit of Jim Murphy is attached as **Exhibit C**.

11. Plaintiffs are, and have been, entitled to complete release of the lien of the Deed of Trust and cancellation of the Promissory Note.

12. Defendant Litton has continued to assert that Plaintiffs are due for all payments on or after January 2009 and have further insisted that the Plaintiffs have made no payments since 1987. Defendant Ocwen has insisted that the balance due on the account equals \$22,000, i.e. very close to the original principle amount of \$23,450. Neither Litton nor Ocwen can account for over thirty years of payments.

13. Despite the obviously flawed and/or missing accounting, Defendants have scheduled or threatened foreclosure on the alleged collateral on several occasions, and despite requests have refused to provide any record of the indebtedness, payment history or confirmed that they actually are the Holders of the original Note.

COUNT I: BREACH OF CONTRACT

14. Plaintiffs re-allege and incorporate all prior paragraph as if fully set forth herein.

15. Defendants failure to acknowledge full payment of the obligation, release the Deed of Trust and return the Note marked paid is a breach of the contract as evidence by the Deed of Trust.

16 Pursuant to Virginia Code § 55-66.3, Plaintiffs are entitled to a judicial release of the Deed of Trust together with their costs and attorney's fees.

COUNT II: FRAUD

17. Plaintiffs re-allege and incorporate all prior paragraph as if fully set forth herein

18. The conduct of the defendants constitutes fraud in that defendants are not Holders of the underlying Note at all, or in the alternative are not Holders of a valid Note, and have no authority to foreclose upon the subject real property.

19. The conduct of the Defendants constitutes fraud in that the defendants know that they are not entitled to collect on the obligation, in any way, but are continuing to seek collection.

COUNT III: CONVERSION

20. Plaintiffs re-allege and incorporate all prior paragraph as if fully set forth herein

21. Defendants have collected the original principal owed of \$23,450 plus interest, have converted the same to their own use and have failed to credit plaintiffs.

22. Defendants have collected monthly payments after the obligation was paid in full for over 35 additional months totaling approximately \$9,000, the precise sum to be proven at trial,. have converted the same to their own use and have failed to credit plaintiffs.

COUNT IV: COMMON LAW AND STATUTORY CONSPIRACY

23. Plaintiffs re-allege and incorporate all prior paragraph as if fully set forth herein

24. Conversion of Plaintiffs mortgage payments without crediting Plaintiff's obligation on the Note and Deed of Trust, is a wrongful act.

25. Collection of additional monies on threat of foreclosure after the original note was paid off is a wrongful act.

26. Failure to halt the pending foreclosure after the account was formally disputed is a wrongful act pursuant to the Fair Debt Collection Practices Act.

27. Failure to release the Deed of Trust within 30 days of full payment is a wrongful act.

28. The assertion of a false claim is a wrongful act.

29. Defendants conspired to deprive the plaintiffs of their home and property in violation of 18.2 -499, 500 and to benefit themselves in their business.

30. That as a result of Defendant's conspiracy, Plaintiffs have been damaged in their credit, damaged in their reputations, have suffered fear, humiliation and stress, all without justification or excuse.

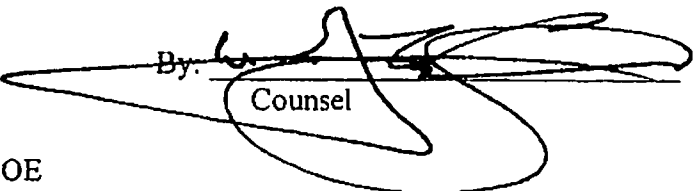
WHEREFORE, Plaintiffs pray this Court enter its Order or Orders, jointly and severally against the defendants, and granting them:

- i) Release of the Deed of Trust pursuant to Va Code § 55-66.3 and statutory damages as therein provided.
- ii) A money Judgment for conversion of all monies paid under the Deed of Trust, including overpayments, which have not been credited to their account, together with punitive damages of \$350,000, their costs and attorney's fees.

- iii) A money Judgment for Fraud in the sum of all overpayments, the precise amount to be determined at trial, together with punitive damages.
- iv) A money judgment in the full amount of their damages, the precise amount to be proven at trial, but not less than \$100,000, trebled pursuant to Va Code § 18.2 - 500. such other relief as may be necessary.

TRIAL BY JURY IS DEMANDED

JIM and MARY ANN MURPHY

By: 
Counsel

KELLAM, PICKRELL, COX & TAYLOE
A Professional Corporation
W. Greer McCreedy, II, VSB No. 27681
300 Bank of the Commonwealth Building
403 Boush Street
Norfolk, VA 23510
Tel. 757-627-8365; Fax. 757-625-2189

DEED OF TRUST

32448

costs, and expenses, including an attorney's fees and costs, and any herein provided, and all moneys advanced to, or for, or expenses, or expense of litigation or otherwise, or taxes or assessments or insurance, with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at the time of sale, and to discharge the amount of money then payable upon the said note according to its tenor, together with all interest accrued and to accrue thereon up to the date of payment of the purchase money by the purchaser at such sale. And the Trustees or Trustee, shall pay the remainder of the proceeds, if any, to the party of the first part, upon delivery of and surrender to the purchaser of possession of the premises as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession. At any sale hereunder the Trustees, or the one acting, shall have authority and at their or his discretion to require any bidder to deposit prior to receiving his bid or to checking down the property to run a bidder's deposit of not more than \$2,345.00 before his bid is received, which shall be refunded to the bidder unless the property is sold to him; otherwise to be applied to his credit in settlement, or should be fail to complete his purchase promptly, to be applied to pay the costs and expenses of sale and the balance, if any, to be retained by the Trustees, or the one acting on the Trustees' behalf, as their or his compensation in connection with the sale.

If at the time of the sale the said Trustees, or the one acting, shall deem it best for any reason to postpone or continue said sale for one or more days, they or he may do so, in which event notice of such postponement or continuance shall be made in such manner as the Trustees, or the one acting, may deem sufficient. It is further agreed that if the said property shall be advertised for sale as herein provided and not sold, the Trustees, or the one acting, shall be entitled to a reasonable commission, not exceeding one-half the commission above provided, to be computed on the amount of principal then unpaid.

In the event of the resignation, death, incapacity, disability, removal, or absence from the State of Any Trustee or Trustees, or should either refuse to act or fail to execute this Trust when requested, then any other Trustee shall have all the rights, powers, and authority and be charged with the duties that are hereby conferred or charged upon both, and in such event, or at the option of the holder of the note and with or without cause the holder of the note is hereby authorized and empowered to appoint, and to substitute and appoint, by an instrument recorded wherever this Deed of Trust is recorded, a Trustee in the place and stead of any Trustee herein named in any succeeding or substitute Trustee, which appointed and Substitute Trustee or Trustees shall have all the rights, powers and authority and be charged with all the duties that are conferred or charged upon any Trustee or Trustees herein named.

In addition to the causes hereinabove set forth for substitution of trustee, the owner of the debt hereby secured, for any other reason satisfactory to such owner, is hereby empowered to appoint another trustee in the place and stead of said trustee or any successor in trust, and the title hereby conveyed to said trustee shall be vested in said new trustee. Such appointment shall be in writing and shall be duly recorded as aforesaid.

And the said party of the first part, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

2. That, together with and in addition to the monthly payment of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the note, on the first day of each month until it is fully paid, the following sum:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the bond or note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

- (i) If and so long as said bond or note of even date and the instrument are insured and are released under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date, the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (ii) If and so long as said bond or note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one percent (1/2) per centum of the average outstanding balance due on the bond or note computed without taking into account delinquency or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the holder of the note) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of the paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth:

- (i) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of a mortgage insurance premium), as the case may be;
- (ii) ground rents, taxes, special assessments, fire, and other hazard insurance premiums;
- (iii) interest on the note secured hereby; and
- (iv) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may, at its option, charge not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the expense involved in handling delinquent payments.

3. If the total of the payments made by the party of the first part under (b) of paragraph 2 preceding shall ever exceed the sum of the payments actually made by the holder of the note secured hereby for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the party of the first part, shall be credited subsequent payments to be made by the party of the first part, or refunded to the party of the first part. If, however, the payments made by the party of the first part, under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date of payment of such ground rents, taxes, assessments, or insurance premiums next due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions of this Deed of Trust, full payment of the entire indebtedness represented thereby, the said holder shall, in settling the amount of principal and interest, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 preceding which the holder of the note has not been obligated to pay to the Secretary of Housing and Urban Development, and the balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 preceding shall be a credit against the balance due on the note. If the property is sold in a public sale of the premises, or if the property is sold or otherwise disposed of after default, the holder of the note shall apply, at the time of the disposition of such proceeds, or at any time thereafter, the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of

4. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the holder of the note against loss by fire in the sum of at least Twenty-Three Thousand Four Hundred Fifty dollars and other hazards, casualties, and contingencies, in such amounts and for such periods as may be required by the holder of the note, and will pay promptly, when due, any premiums on such insurance provision for the payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto mortgagee's clause without contribution favor of and in form acceptable to the holder of the note. All such policies and renewals and all other policies issued and hereafter to be issued covering said premises are hereby assigned to the holder of the note as additional security for the payment of all sums and interest secured hereby. The party of the first part further covenants that in the event of his failure to keep the property insured and the policies so deposited, then the holder of the note may at his option, but without any obligation to effect the same, effect such insurance and pay the premiums thereon and the money so paid, with interest thereon, shall become a part of the debt hereby secured, and shall be otherwise recoverable from the party of the first part as a debt. In the event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, impositions, and which provision has not been made heretofore, and in default thereof the holder of the note secured hereby may pay the same, and that he will promptly deliver the official receipts therefor to the said holder.

6. The party of the first part further assigns unto the holder of the note, as additional security, any rents which may now hereafter be due upon the real estate above described, it being understood that in event it becomes necessary by reason of default under any of the terms hereof for the holder of the note to collect said rents, the holder of the note shall have the right and privilege of employing agents for that purpose and paying a percentage of the rents collected to such agents for such collection.

7. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the holder of the note secured hereby, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

8. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

9. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the holder of the note and shall be paid forthwith to the holder of the note to be applied by it on account of the indebtedness secured hereby, whether it be or not.

10. That should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time fix the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the holder of the note secured hereby may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein, or in the note secured hereby, to the holder thereof, is not required to be given.

11. Upon the full payment of said note, and the interest thereon, and all moneys advanced or expended, as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, the party of the second part shall release and reconvey the above-described premises unto and at the cost of party of the first part.

The party of the first part hereby waives the benefit of all homestead exemption as to the debt secured by this deed and as any expenditure for insurance, taxes, levies, assessments, dues or charges, by the holder of the note in pursuance of this deed.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plus the singular, and the use of any gender shall include all other genders.

WITNESS the following signature(s) and seal(s).

Jim Murphy _____ 181A
 Mary Ann Murphy _____ 181A
 _____ 181A
 _____ 181A

STATE OF VIRGINIA)
 CITY OF VIRGINIA BEACH)

COUNTY)

I, Jo Ann M. Griggs, a Notary Public for the City of Virginia, do certify that Jim Murphy and Mary Ann Murphy, whose names are signed in writing above, bearing date on the

19th day of July, 1978, have acknowledged the same before me in the

City and State aforesaid.

Give under my hand this 19th day of July, 1978.

My commission expires on the 13th day of June, 1981.

Received for Record on the _____ day of _____, A. D. 19____ at _____ o'clock _____ M., at _____
 recorded in Liber No _____ at folio _____, one of the _____ Records of the Commonwealth of Virginia, at _____
 examined by _____

9-2 924-051

Recorder

FHA-21572

PLANS IV or V

S	_____	during the 1st note year
	_____	during the 2nd note year
	_____	during the 3rd note year
	_____	during the 4th note year
	_____	during the 5th note year
	_____	during the 6th note year
	_____	during the 7th note year
	_____	during the 8th note year
	_____	during the 9th note year
	_____	during the 10th note year
	_____	during the 11th note year and thereafter

Jim Murphy

Mary Ann Murphy

Date _____

In the event of default occurring as herein provided by the Trustees, or any one of them, their executors or assigns, on being requested so to do by the holder of the mortgage, the property hereby conveyed after advertising the time, terms, and place of sale for five times in some newspaper published, or having a general circulation in, the county or city wherein the property lies, or by any other method of publication that the Trustees may deem wise, which shall be distributed by the Trustees in the following manner, to-wit:

So much of the proceeds may be necessary to defray the expenses of the trust, including a Trustees' commission, as shall be determined by the majority of the Trustees, and all proceeds of sale hereunder, and all profits of said land, shall be paid to the said Trust.

COMMONWEALTH OF VIRGINIA

Instrument Control Number

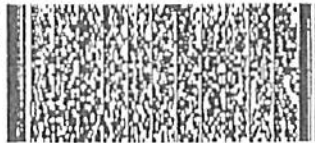
DEC.06 010031785

893

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.66]

T A X E X E M P T	C O R P	Date of Instrument:	[1/24/2001]			
		Instrument Type:	[ASGMT]			
		Number of Parcels	[1]			
		Number of Pages	[2]			
		City <input checked="" type="checkbox"/> County <input type="checkbox"/>	[City Of Norfolk] (Box for Dead Stamp Only)			
		First and Second Grantors				
		Last Name	First Name	Middle Name or Initial	Suffix	
		[SECRETARY OF]	[HOUSING AND URBAN D]	[]	[]	[]
		[]	[]	[]	[]	[]
		First and Second Grantees				
Last Name	First Name	Middle Name or Initial	Suffix			
[]	[]	[]	[]	[]		
[]	[]	[]	[]	[]		
Grantee Address (Name) [SALOMON BROTHERS REALTY CORP]						
(Address 1) [390 GREENWICH ST., 4TH FLR]						
(Address 2) []						
(City, State, Zip) [NEW YORK] [NY] [10013]						
Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]						
Prior Instr. Recorded at: City <input checked="" type="checkbox"/> County <input type="checkbox"/> [City Of Norfolk] Percent. in this Juris. [100]						
Book [1453] Page: [301] Instr. No []						
Parcel Identification No (PIN) [3114 000]						
Tax Map Num. (If different than PIN) []						
Short Property Description []						
Current Property Address (Address 1) [3055 TILLMAN ROAD]						
(Address 2) []						
(City, State, Zip) [NORFOLK] [VA] [23513]						
Instrument Prepared by [SMI]						
Recording Paid for by [FIRST AMERICAN TITLE]						
Return Recording to (Name) [FIRST AMERICAN TITLE]						
(Address 1) [3 FIRST AMERICAN WAY]						
(Address 2) []						
(City, State, Zip) [SANTA ANA] [CA] [92707]						
Customer Case ID [870867] [10017200] []						



Cover Sheet Page # 1 of 1

DEC 6 '01 2:55

EXHIBIT

B

4

891

PREPARED BY: SMI

When Recorded Return To:
First American Title Lenders Advantage
 3 First American Way
 Santa Ana, CA 92707 **870 807**
 Attn: NDS Recording Department

Post: 0
 Loan Number: 069237377
 FHA Number: 541113866727

665, 2001/10017200 (Space Above This Line For Recorder's Use Only)

ASSIGNMENT of DEED OF TRUST

STATE OF VIRGINIA
 CITY OF NORFOLK

KNOW ALL MEN BY THESE PRESENTS:

That SECRETARY OF HOUSING AND URBAN DEVELOPMENT, A FEDERAL AGENCY ('Grantor'), acting herein by and through a duly authorized officer, the owner and holder of one certain promissory note executed by JIM MURPHY AND MARY ANN MURPHY ('Grantor(s)') secured by a Deed of Trust of even date therewith from Grantor(s) for the benefit of the holder of the said note, which was recorded on the lot(s), or parcel(s) of land described therein situated in the City of Norfolk, State of Virginia:

Recording Ref: Book 1453, Page No. 301
 Property Address: 3055 TILLMAN ROAD
 NORFOLK VA 23513

For and in consideration of the sum of Ten and No/100 dollars (\$10.00), and other good valuable and sufficient consideration paid, the receipt of which is hereby acknowledged, does hereby transfer and assign, set over and deliver unto SALOMON BROTHERS REALTY CORP., WITHOUT RECOURSE (Grantee) all beneficial interest in and to title to said Deed of Trust, together with the note and all other liens against said property securing the payment thereof, and all title held by the undersigned in and to said land.

TO HAVE AND TO HOLD unto said Grantee said above described Deed of Trust and note, together with all and singular the liens, rights, equities, title and estate in said real estate therein described securing the payment thereof, or otherwise.

Effective this the 1st day of December A.D. 2000 and executed this the 24th day of January A.D. 2001.

SECRETARY OF HOUSING AND URBAN
 DEVELOPMENT, A FEDERAL AGENCY

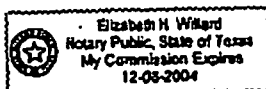
By: 

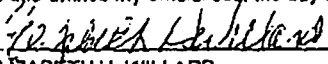
LELA DEROEN
 ASSISTANT VICE PRESIDENT
 Litton Loan Servicing LP
 By Power Of Attorney for Secretary of Housing
 and Urban Development, A Federal Agency

TAXIDH: 319200

THE STATE OF TEXAS
 COUNTY OF HARRIS

On this the 24th day of January A.D. 2001, before me, a Notary Public, appeared LELA DEROEN to me personally known, who being by me duly sworn, did say that (s)he is the ASSISTANT VICE PRESIDENT of LITTON LOAN SERVICING LP, BY POWER OF ATTORNEY FOR SECRETARY OF HOUSING AND URBAN DEVELOPMENT, A FEDERAL AGENCY, and that said Instrument was signed on behalf of said corporation by authority of its Board of Directors, and said LELA DEROEN acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




 ELIZABETH H. WILLARD
 MY COMMISSION EXPIRES 12/08/2004

Assignee's Address:
 300 GREENWICH STREET, 4th FLOOR
 NEW YORK, NY 10013

Assignor's Address:
 451 - 7th STREET SW
 WASHINGTON, DC 20410



INSTRUMENT #010031785
RECORDED IN THE CLERK'S OFFICE OF
NORFOLK ON
DECEMBER 6, 2001 AT 02:55PM
ALBERT TEICH, JR., CLERK

BY: U. Anders (DC)

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

JIM MURPHY and MARY ANN MURPHY,
Plaintiffs,

v.

CIVIL NO. _____

COMMONWEALTH ASSET SERVICE, LLC,
Substitute Trustees, et als.,
Defendants.

AFFIDAVIT

THIS DAY personally appeared JIM MURPHY, a Plaintiff herein, before the undersigned Notary Public and having been first duly sworn, deposes as follows: that to the best of his knowledge, information and belief the matters stated in the COMPLAINT and MOTION FOR INJUNCTION are true; that he has made every mortgage payment, every month, for over 30 years through October 2011. That the mortgage obligation on 3055 Tillman Road, Norfolk, Virginia has not been modified or refinanced and I believe that the obligation has been paid in full.

By: *Jim Murphy*
JIM MURPHY

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, TO WIT:

Sworn to and subscribed before me, the undersigned Notary Public, in the City and State aforesaid by JIM MURPHY, Plaintiff, this 10th day of March, 2012.

My Commission Expires: 9-30-2015

